BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Tender for the Supply of 600mm dia Swing Check Valve (PN 25) 6 No's to delivery side of pumps in CWSS Stage III Pumping Station at T.K.Halli

(Through e-procurement portal only)

https://kppp.karnataka.gov.in/

Office of the Executive Engineer,

Kaveri Operation & Maintenance-1 Division,
Thorekadanahalli, Malavalli Taluk,
Mandya District -571 421.

TENDER REFERENCE	:	No.BWSSB/EE((K-O&M)TE/STR/ /2023-24. Dated: /11/2023
NAME OF WORK	:	Tender for the supply of 600mm dia Swing Check Valve (PN 25) 6 No's to delivery side of pumps n CWSS Stage III Pumping Station at T.K.Halli.
DATE OF UPLOADING OF TENDER DOCUMENT	:	**/11/2023**.
LAST DATE AND TIME OF SUBMISSION OF TENDER DOCUMENT	:	**/12/ 2023, at 16.00 hrs.**
TIME AND DATE OF OPENING OF TECHNICAL TENDER	:	**/12/ 2023, at 16.00 hrs**
PLACE OF OPENING OF TENDER	:	***Office of the Executive Engineer, Kaveri Operation & Maintenance-1 Division, Thorekadanahalli, Malavalli Taluk, Mandya District -571 421.***
ADDRESS FOR COMMUNICATION	:	***Office of the Executive Engineer, Kaveri Operation & Maintenance-1 Division, Thorekadanahalli, Malavalli Taluk, Mandya District -571 421.***

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SECTION 1 : INVITATION FOR TENDERS (IFT)

IFT No. BWSSB/EE(K-O&M)-1TE/STR/ /2023-24 Date:

The Executive Engineer, Kaveri – Operation &Maintenance-1 Division, Bangalore Water Supply and Sewerage Board invites tenders from eligible tenderers, registered in BWSSB (successful tenderer has to registered in BWSSB for award of work) or in any Government Organization for the Tender for the Tender for the supply of Swing Check Valve (PN 25) 6 No's to delivery side of pumps in CWSS Stage III Pumping Station at T.K.Halli. The Tenderers are required to pay the Earnest Money Deposit through e-procurement portal only using any of the four modes.

a) Credit Card (Online Payment)
b) Direct Debit Using Internet Banking (Online Payment)
c) Remittance at the Bank Counter - Challan (Offline Payment)
d) NEFT (Offline payment).

Tender documents may be downloaded from https://kppp.karnataka.gov.in/ website only. Interested tenderers may obtain further information at the same address.

Additional information related to e-procurement process can be obtained through the above mentioned website or contact e-procurement helpdesk No: 080 46010000, 080 68948777. The e- tender comprising Technical and Financial bids will be operated as two stage Tender system.

1. The successful tenderer would be required to give Performance Security in the form Bank Guarantee of 5% of the contract price plus additional security for unbalanced bid amount if any, from a

Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified, towards guarantee for completion of supply within the stipulated period.

2. Bangalore Water Supply and Sewerage Board (BWSSB) reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

3. For any additional information regarding the above tender, you may contact the office of the undersigned at the office address given below on all working days during office hours (10:00 hours to 17:30 hours).

4. List of documents to support qualification of tenderer is to be uploaded to the e-procurement website https://kppp.karnataka.gov.in/

5. Other details can be seen in the Tender documents.

SL No.	Name of work	Approximate value of work (in Lakh Rupees)	Earnest Money Deposit (in Lakh Rupees)	Tender processing fee (Nonrefundable)	Period of completion
1	2	3	4	5	6
1	Tender for the supply of Swing Check Valve (PN 25) 6 No's to delivery side of pumps in CWSS Stage III Pumping Station at T.K.Halli.	66,70,320.00 (Exclusive of GST)	1,57,420,/-	As per the e-procurement portal	03 Months

Sd/-

Office of the Executive Engineer,
Kaveri Operation & Maintenance-1 Division,
Thorekadanahalli, Malavalli Taluk,
Mandya District -571 421.

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

A. Introduction

1. Eligible Tenderers

1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. Cost of tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Executive Engineer, Cauvery Head Works, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

(a) Instruction to Tenderers (ITT);
(b) General Conditions of Contract (GCC);
(c) Special Conditions of Contract (SCC);
(d) Schedule of Requirements;
(e) Technical Specifications;

(f) Tender Form and Price Schedules;
(g) Earnest Money Deposit Form;
(h) Contract Form;
(i) Performance Security Form;
(k) Manufacturer’s Authorization/Guarantee Form.

3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer’s risk and may result in rejection of its tender.

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents. The reply to queries will be uploaded in the website of e-tender https://www.eproc.karnataka.gov.in .

5. Amendment of Tender Documents.

5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents by amendment.

5.2 Any addendum thus issued shall be part of the tender documents and the addendum(s) will be uploaded in the website of e-tender https://www.eproc.karnataka.gov.in. All tender participants can access the above website.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender.

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in ENGLISH language. Supporting documents and printed literature furnished by the Tenderer shall also be in English.

7. Documents constituting the Tender.

7.1 The tender prepared by the Tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10;

(b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer confirm to the tender documents; and

(d) Earnest Money Deposit furnished in accordance with ITT Clause 13 to e-procurement department.

(e) The Price Schedule shall be quoted in e-procurement portal only. PHOTOCOPIES OF THE DOCUMENTS SHOULD BE NOTARISED.

8. Tender Form.

8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, quantity and prices.

9. Tender Prices.

9.1 The Tenderer shall indicate on the Price Schedule the unit rate of the goods it proposes to supply under the Contract. The tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

The system will automatically calculate the total amount based on the

unit rates mentioned in price schedule.

9.2 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

10. Tender Currency.

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications.

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer’s eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per Authorization Form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India or is a Authorized Dealer of the Goods.

(b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII.

To this end, all tenders submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

(ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. Documents Establishing Goods' Conformity to Tender Documents.

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its

tender, documents establishing the conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:

(a) A detailed description of the essential technical and performance characteristics of the goods;

(b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser;

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, Earnest Money Deposit in the amount as specified in Section-V - Schedule of Requirements.

13.2 The Earnest Money Deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 11.7.

13.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall:

(a) The Tenderers are required to pay the Earnest Money Deposit through

e-procurement portal only using any of the four modes.

a. Credit Card (Online Payment)
b. Direct Debit Using Internet Banking (Online Payment)
c. Remittance at the Bank Counter - Challan (Offline Payment)
d. NEFT (Offline payment).

(b) remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 12.2.

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's tender securities will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6 The successful Tenderer's Earnest Money Deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the Performance Security, pursuant to ITT Clause 31.

13.7 The Earnest Money Deposit may be forfeited:

(a) if a Tenderer

(i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
(ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

(b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 30; or
(ii) to furnish Performance Security in accordance with ITT Clause 31.

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB

Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or fax). The Earnest Money Deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Earnest Money Deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 The tenderer should enter the name and address of the firm in the Price Schedule and all the copy of the documents mentioned in different sections in the bid document (ITB 11 & 12) shall be signed by the Tenderer, Notarized, along with the details of EMD and shall be scanned and should be uploaded in the e-procurement portal

D. Submission of Tenders

16. Submission of tenders. (Up-loading of Tender)

16.1 The tenders should be uploaded only through e-procurement portal. The Tender should contain

A. Technical Tender consisting of following:

a) All the documents with required details in prescribed format; those mentioned in different sections in the Tender, Form of Tender etc., shall be downloaded, filled with required details, signed, scanned & uploaded to the e-procurement portal https://www.eproc.karnataka.gov.in, website compulsorily, failing which tender will be rejected in view of incomplete bid document.

B. Financial Tender consisting of Price Schedule

The tenderer shall quote their rates in e-procurement portal only.

1. URL of the Website for tender submission through e-procurement portal & Address for submission are as follows:

(https://kppp.karnataka.gov.in/**)**

2. The details related to submission of tenders, downloading / uploading of documents or other details are available online in e-procurement website or contact e-procurement helpdesk - +91 80 46010000, +91 80 68948777

Note: Once the Tenderer enters the rates in figures in the Price Schedule, the system will automatically calculate the amount of that item, as well as the total Bid value.

17. Deadline for Submission of Tenders

17.1 Tenders must be uploaded through e-procurement portal on or before date and time mentioned in Section I IFT.

17.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

18. Late Tenders

18.1 The e-procurement software system will not allow the tenderer to upload the documents after the deadline mentioned in Section I IFT. The Tenderer shall refer the server time, which will be displayed in the e-procurement portal. BWSSB will not be responsible for non-receipt of bids on the stipulated date & time, due to Internet Problems, improper uploading or any other related problems. In case of connectivity problems, Tenderer may contact Help desk of the e-tender service provider and may also draw the attention of tender inviting authority.

19. Modification and Withdrawal of Tenders

19.1 Tenderers may “modify” or “withdraw” their tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in e-procurement. If the Tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested to submit the tender once again, may do so within the stipulated date & time as mentioned in Section I IFT. In this case within the stipulated date & time, the tenderer can once again submit the requisition to the officer inviting tenders for access to the withdrawn tender document for resubmission. For this tenderer need not make any additional payment towards the cost of tender document. Communication of modification / withdrawal by other means will not be accepted.

19.2. No tender can be modified subsequent to the deadline for submission of tenders.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser

20.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend at time and day mentioned in the section I (IFT) at the following location: Office of the Executive Engineer, Kaveri-Operation & Maintenance-1 Division, Bangalore Water Supply & Sewerage Board, Thorekadanahalli, Malavalli Taluk, Mandya District -571 421.

The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening.

21. Clarification of Tenders

21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

22.1 The Purchaser will examine the tenders to determine whether they are complete, whether required EMD has been furnished, whether the documents are as per the qualification requirements, properly signed and Notarized. Tenders from Agents/Authorized Dealers, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

22.2 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

22.3 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.4 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

23.2 The Purchaser's evaluation of a tender will exclude and not take into account:

(a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications.

24. Contacting the Purchaser

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Post qualification

25.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser's right to vary Quantities at Time of Award

27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and

services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of Performance Security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its Earnest Money Deposit, pursuant to ITT Clause 13.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address it’s request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the Performance Security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental

services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

(e) “GCC” means the General Conditions of Contract contained in this section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.

(h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(i) “The Government” means the Government of Karnataka State.

(j) “The State” means the Karnataka State

(k) “The Project Site”, where applicable, means the place or places named in SCC.

(l) “Day” means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Govt.

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on

behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value plus additional Security for Unbalanced bid amount, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

(b) A cashier's check or Banker’s certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or

(c) Specified small savings instruments duly pledged to the Purchaser.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the

Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 Manuals and Drawings

7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount

equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the State defined as Project site, transport to such place of destination in State including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, shall be included in the Contract Price for the Goods.

13. Spare Parts

13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the

Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 15 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, within the period of 14 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 30days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

15.4 Payment shall be made in Indian Rupees.

16. Prices

16.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Supplier

pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipping or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of

intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract

shall be sent to other party in writing or by cable, or facsimile and confirmed in writing to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Suppliers shall be entirely responsible for all taxes (including GST), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is ***Office of the Executive Engineer, Kaveri Operation & Maintenance-I Division,***
Thorekadanahalli, Malavalli Taluk,
Mandya District -571 421.

(b) The Supplier is
(To be filled in at the time of Contract signature).....

2. Inspection and Tests (GCC Clause 7)

The following inspection procedures and tests are required by the Purchaser:

600mm dia Swing Check Valve (PN 25) shall be inspected/tested by the Purchaser at T.K.Halli pumping Stations as per the relevant standards before the materials are accepted. The Supplier has to make all necessary arrangements for inspection/testing at the above delivery locations, at no extra cost to Purchaser.

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall furnish to the Purchaser the following documents:

i. One Original and two Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
ii. One Original and two Copies of packing list identifying the contents of each package;
iii. Insurance Certificate;
iv. Manufacturer's / Supplier's warranty certificate;
v. Inspection Certificate issued by the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

All incidental charges for services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

5. Payment (GCC Clause 15)

(i) On Delivery: **Eighty percent** of the contract price shall be paid on receipt of Goods and establishing that the supplied goods broadly conform to the number and specifications of the ordered goods, and further upon submission of the documents specified in SCC Clause 3 above; and

(ii) On Final Acceptance: The remaining **Twenty percent** of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser’s representative for the respective delivery.

6. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the 12Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

c) The decision of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. Notices (Clause 31)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: ***Office of the Executive Engineer,***
Kaveri –Operation & Maintenance Division,
Thorekadanahalli, Malavalli Taluk,
Mandya District -571 421.

Supplier: (To be filled in at the time of Contract signature)
.....
.....
.....
.....

8. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any

Communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

(in case of stage-wise inspection, details required may also be specified).

9. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. Supplier's Obligations:

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

SECTION V - SCHEDULE OF REQUIREMENTS

SL No.	Item description	Unit	Total Qty
1	Supply of 600mm dia double flanged Swing/Slanted check valve (Non Return Valve) as per IS 5312 PN25 rating. **Material of Construction:** Supply of 600mm dia Double flanged swing/slanted type Check valve (Approved make) of PN 25 rating Design standard EN 12334 and EN 1074-3 Face to face EN 558 series flange drilling EN 1092 Testing standard EN 12266 with following M.O.C: Body & Disc- Ductile Iron Grade 400-15, Shaft: Stainless Steel EN 10088-11.4021/AISI 410 Retaining ring :carbon steel ST37, Bearing: Bronze, Sealing ring: EPDM, Internal Hardware: A2 stainless steel with valve coating of epoxy, powder coating in blue color and coating thickness of 250 microns DFT. valves shall be suitable for a maximum Working pressure of 25Kg/Cm^2(Seat Test) and body tested to 37.5Kg/cm^2. Generally confirm to testing standards.	No	06

Delivery Location

TKH – Thorekadanahalli is at a distance of approximately 100 km from Bengaluru city along the Bangalore - Dindugal National Highway 209 (Kanakapura Road).

SECTION VI: TECHNICAL SPECIFICATION

Technical Specifications for Procurement of Supply of 600mm dia Double Flanged Swing/Slanted check valve (Non Return Valve) PN25 rating.	
Component	**Material of Construction**
Body / Door	Ductile Iron Grade 400-15
Spindle	SS AISI 410
Shaft	SS AISI 420
Seat & Face rings	SS AISI 309/ Weld Overlay
Rivets	Soft annealed brass
Fasteners	Carbon steel (hot dip galvanized)
Flange Drilling	As per EN 1092
Painting / Coating	Valves shall be coated internally and externally with epoxy liquid coating (minimum DFT 250 micron)
Hydro-test	Seat: 25 Kg/cm2; Body: 37.5 Kg/cm2

Note: Single Door valve should be Preferred.

Preferred Make

1. M/s Hawle.
2. M/s Indian Valve Co.
3. M/s AVK Valves.
4. M/s VAG Valves.
5. M/s Fouress.
6. M/s L & T.
7. M/s Axegic Group inc.

SECTION VII : QUALIFICATION CRITERIA

a) i) The tenderer should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'Schedule of Requirements' up to at least 5 Nos (3 No's with respect to Micro and Small Enterprise) of the quantity required in any one of the last 3 years (2 years for Micro and small enterprises). The equipment's offered for supply must be of the most recent series models incorporating the latest improvements in design. The models should have been in satisfactory operation for 12 months as on date of tender opening.

ii) The average annual financial turnover of the tenderer should be more than Rs.78,71,000/-. (Rs.39,35,500/- with respect to Micro & Small Enterprises) during the last 3 preceding financial year. (last 2 Preceding financial years with respect to Micro & small Enterprises), ending on the relevant financial year.

b) The tenders of the tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided;

i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and

ii) The tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least 2 No's of quantity similar to the type specified in the Schedule of Requirements in any one of the last three years which must be in satisfactory operation for at least 12

months on the date of tender opening.

c) The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in Performa under section XII

a) The tenderer should furnish details of service centers and information on service support facilities that would be provided after the warranty period[in the service support form given in section XV]

b) Form of tender is mandatory to upload in KPPP(Karnataka Public Procurement Portal).

SECTION VIII: TENDER FORM

(To scanned and uploaded in e-procurement website)

IFT No:..... Date :.....

To,
The Executive Engineer, Kaveri - Operation & Maintenance-I Division
Bangalore Water Supply and Sewerage Board
Thorekadanahalli, Malavalli Taluk, Mandya District -571 421.

(Name and address of purchaser)

Sirs,

Having examined the Tender Documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply of Swing Check Valve (PN 25) 6 No's to delivery side of pumps n CWSS Stage III Pumping Station at T.K.Halli. conformity with the said tender documents for the sum of ..... (Total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to ***five*** percent of the Contract Price for the due performance of the

Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this ..... day of ..... 20.

_____ _____
(signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of _____

SECTION IX: CONTRACT FORM (AGREEMENT)

THIS AGREEMENT made the .....day of....., 20... between ..... (Name of purchaser) of ..... (Country of Purchaser) (hereinafter called "the Purchaser") of the one part and ..... (Name of Supplier) of ..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of ..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed

as part of this Agreement, viz.:
(a) the Tender Form and the Price Schedule submitted by the Tenderer;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as SCHEDULE OF REQUIRMENT / PRICE SCHEDULE

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the said ..... (For the Supplier)

in the presence of:.....

SECTION X: PERFORMANCE SECURITY BANK GURANTEE FORM

To:

The Executive Engineer, Cauvery Head Work
Bangalore Water Supply and Sewerage Board
Thorekadanahalli, Malavalli Taluk,
Mandya District -571 421.

WHEREAS ..... (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20... to supply of Swing Check Valve (PN 25) 6 No's to delivery side of pumps n CWSS Stage III Pumping Station at T.K.Halli hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors (Bank seal)
.....
.....
.....
Date.....20....
Address:.....
.....
.....

SECTION XI

(Please see Clause 11.2 (b) of the Instructions to Tenders)

PROFORMA FOR PERFORMANCE STATEMENT FOR THE LAST FIVE YEARS

IFT No..... Date of Opening..... Time ..... Hours

Name of the Firm:
.....

Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery As per contract/Actual	Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7

Signature and Seal of the Tenderer:

SECTION XII

MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 11.2 (a) of Instructions to Tenderers)

No. _____ Dated

To,
The Executive Engineer, Kaveri – Operation & Maintenance- Division
Bangalore Water Supply and Sewerage Board
Thorekadanahalli, Malavalli Taluk, Mandya District -571 421.

Dear Sir:

IFT No.

We _____ who are established and reputable manufacturers of _____ (name and description of goods offered) having factories at _____ (address of factory) do state that:

(a) M/s _____ (Name and address of Agent) is hereby authorized to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT;

OR

(b) M/s ---------- (Name and address of the Authorized Dealer) is our accredited / authorized Dealer

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name and Signature)
(Name and address of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender (Technical bid).

SECTION XIII - PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

IFT No. ..... Date of opening: .....
Name of the
Tenderer:.....
.....

(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer

2. (a) Telephone & Fax No Office/Factory/Works
   (b) Telex No. Office/Factory/Works
   (c) Telegraphic address :
3. Location of the manufacturing factory.

4. Details of Industrial License, wherever required as per statutory regulations.

5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).

6. Details of the process of manufacture in the factory.

7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
   8.1 Normal
   8.2 Maximum

9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.

10. Details of staff:

10.1 Details of technical supervisory staff in charge of production & quality control.

10.2 Skilled labour employed.

10.3 Unskilled labour employed.

10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.

11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.

12. Is the Manufacturer registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....

Signature and seal of the Manufacturer